

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	Paulus Karremans	§	Group Art Unit:	2154
		§		
Application No:	10/533,395	§	Examiner:	Park, Jeong S
		§		
Filed:	April 30, 2005	§	Confirmation No:	2194
		§		
Attorney Docket No: P17418-US2				
Customer No.: 27045				

For: A Method And System For Policy-Based Control In A Distributed Network

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Commissioner for Patents  
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Date: June 18, 2009

Name: Melissa Winco

Signature: 

Dear Examiner:  
PRE-APPEAL BRIEF REQUEST FOR REVIEW

Issue regarding the Pre-Appeal Brief Request is as follows:

**The Final Office Action and the Advisory Action**

Claims 1-3, 6-12 and 15-18 stand rejected as being unpatentable over Kohli et al (hereinafter Kohli) (US Patent No. 7,213,068 B1) in view of Eidler et al (hereinafter Eidler) (US Pub. No. 2003/0009444 A1). The Applicant respectfully submits that the cited references and the Examiner's arguments do not render the independent claims unpatentable and the Examiner has failed to provide a prima facie case of obviousness.

## ARGUMENTS

### The Final Office Action and the Advisory Action

There is insufficient support for the rejection of independent claims 1 and 10 and the respective dependent claims, 2-3, 5-9 and 11-18 as being unpatentable due to obviousness. The Applicant respectfully asserts that the two prior art references, Kohli and Eidler, do not render the Applicant's claimed invention obvious. As provided in MPEP § 2143, "[t]o establish a prima facie case of obviousness ... the prior art reference (or references when combined) must teach or suggest all the claim limitations." In that regard, the Applicant respectfully submits that the Examiner's two references still fail to teach or suggest each and every element of the presently pending independent claims.

Claim 1 is presented below and analogous system claim 10 contains similar limitations, including the subject limitations.

1. (Previously Presented) A method for policy-based control of a communication network having a distributed architecture, including at least one heterogeneous communication network, the method comprising:
  - messaging between network elements, said network elements comprising at least one policy enforcement point (PEP), one or more policy decision points (PDPs), which network elements provide for registering events;
    - providing the PEP with a server capability and changing the PDPs to clients;
    - establishing a service agreement between the PEP and the PDPs, the service agreement determining a subset of subscribed events of the PEP which may be requested by the PDPs;
    - sending notifications of the occurrence of events subscribed to by the PDPs; and
    - the PEP enforcing a policy upon said events if certain conditions are met. (emphasis added)

Elements in Applicant's claim 1 that are not found in either the Kohli or Eidler references include:

1. a policy enforcement point (PEP)...the PEP enforcing a policy
- and 2. a service agreement between the PEP and the PDPs

The Kohli reference is cited as disclosing the Applicant's item, Policy Enforcement Point (PEP). Applicant has repeatedly explained that the PEP acronym in the present invention is not the same as the PEP (Policy Enabling Point) acronym, present in the Kohli reference. The widely accepted definition of the acronym PEP, or Policy Enforcement Point, as claimed in claims 1 and 10, is well known by skilled persons in the art and is expressed in the background of the Applicant's Specification as a logical entity that enforces a decision made by a Policy Decision Point (PDP) (Page 3, lines 28-30). At the time of filing of the Kohli application, the PEP acronym was already well known.

The Examiner equates the Kohli reference's version of PEP to the Policy Enforcement Point described in the Applicant's invention; the Applicant firmly rejects the comparison. At the time the Applicant's application was filed, disclosing PEP and PDP functionality, a skilled person in the art would consider a device with "PEP" functionality to have features of a 'client' function in relation to the PDP, which would normally provide a 'server' function. However, the Applicant's invention switches the functions, whereby the PEP incorporates a server function and the PDP takes on a client function with regard to the PEP. (Summary)

The Applicant repeats, Kohli's PEP is not the same as the Applicant's PEP. Furthermore, the Kohli reference defines the Policy Enabling Point term in great detail (col. 9, line 54 – col. 10, line 55). The Kohli reference's description of the Policy Enabling Point also does not jibe with the well known definition of a Policy Enforcement Point as described in the Background of the Applicant's present invention. (para. 8 and 9).

As noted, the Final Office action dated January 7, 2009, equates Kohli's PEP, to the Applicant's PEP (compare element 12 and 14 in Kohli's Figure 1 to Applicant's figures 1 and 2). The Applicant's architecture is obviously different and the functions are different from Kohli. Kohli's Figure 1 discloses the architecture and policy server 8 is compared with the Applicant's PDP for registering events. There is no indication that the PEP and PDP communications are anything but direct. As anybody can clearly see the policy server in Kohli routes communications through a Device Aggregator 10 to the

PEP 12 and 14. So, even if the Applicant's PEP were the same as Kohli, which it is not, there is a device between the two elements in Kohli. Comparing the Applicant's architecture (Figure 1) there is no aggregator between the Applicant's PEP and PDP.

The Eidler reference has been cited for disclosing establishment of a service agreement, since, as the Examiner notes, there is a lack of a service agreement in Kohli. The service agreement in the Applicant's present invention has been compared, and found equivalent, by the Examiner, to the Service Level Agreement in Eidler. Further, the Advisory Action states that subscribed events are interpreted as attributes identified by the SLA. This interpretation is just plain wrong. The Applicant's Service Agreement is not a Service Level Agreement; Service Level Agreement (SLA) is a well known term in the art. Service Level Agreement, disclosed in Eidler (para. [0034]), provides desired attributes of system performance, system availability, storage capacity, etc.; all characteristics of a particular, agreed on system service level. The Applicant respectfully asserts that the service agreement recited in independent claims 1 and 10 of the Applicant's present invention is defined sufficiently in the Applicant's application for one skilled in the art (page 8, lines 25-31) and would not be considered a SLA. The rejected element in claim 1, "...the service agreement determining a subset of subscribed events of the PEP which may be requested by the PDP; ..." on its face is not a Service Level Agreement and the Detailed Description further defines service agreement as events that the PDP can request from the PEP, not capacity or characteristics of the Storage Area Network as disclosed by Eidler.

Further, the present invention solves an underlying problem involving multiple independent PDP's and defining their policies to be enforced by PEPs without having to first register the capabilities of a PEP (page 4, lines 15-16). The Kohli reference discloses an agent, aggregator or policy server that must know of available events and possible policies for a network element to be enabled. The Applicant respectfully submits that the element "...sending notifications of the occurrence of events subscribed to by the PDPs;..." is also not disclosed by Kohli.

Therefore, the Applicant respectfully submits that the rejection of independent claims 1 and 10 and the respective dependent claims is not supported by the

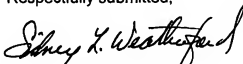
referenced prior art, Kohli and Eidler, and the allowance of the subject claims is respectfully requested.

### **CONCLUSION**

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sidney L. Weatherford", written in a cursive style.

By Sidney L. Weatherford  
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Date: June 18, 2009

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